



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement.

The hearing was conducted via teleconference and was attended by the tenants only. The landlord did not attend.

The tenants testified that they served the landlord both personally and via registered mail on March 18, 2011.

Issue(s) to be Decided

The tenants are specifically seeking to not have to move out of the rental unit until the end of their fixed term tenancy and to obtain an order to require the landlord to use the Residential Tenancy Branch (RTB) form #RTB-27 to complete the move-in condition inspection report.

Background and Evidence

The submitted a copy of a tenancy agreement signed by the parties on January 21, 2011 for a 1 year fixed term tenancy that began on January 31, 2011 for a monthly rent of \$1,700.00 due on the 1st of each month and a security deposit of \$850.00 was paid. The tenancy agreement stipulates that the tenants must vacate the rental unit at the end of the fixed term.

The tenants state the landlord issued them a verbal notice to end the tenancy but that they do not want to leave the rental unit until the end of the fixed term, as per the original agreement. The tenants confirm the landlord provided them with no written notice to end tenancy in the form required by the *Act*.

The parties were involved in a previous dispute hearing on March 17, 2011 and in the decision from that hearing the Dispute Resolution Officer, among other things, ordered the landlord to provide the tenants with a copy of move-in condition inspection report.

Analysis

The matter of the move-in condition inspection report has been dealt with in the previous hearing and is therefore *res judicata*. *Res judicata* is the doctrine by which an issue that has been definitively settled by a judicial decision barring the same parties from litigating a second claim. As such, I dismiss this portion of the tenants' Application.

As the landlord has not provided a written notice to end tenancy that conforms to the requirements under Part 4 of the *Act*, I note the tenant's Application is premature. I further note should the landlord issue the tenants with a Notice to End Tenancy at any point during the fixed term they remain at liberty to file an application to dispute the notice.

Conclusion

For the reasons noted above, I dismiss the tenants' Application in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 11, 2011.

Residential Tenancy Branch